

Yorktown Waterfront Revitalization Project Site Plan -- January 3, 2003

Carlton Abbott and Partners Architects/Landscape Architects/Planners

EXHIBIT B TO JOINT AGREEMENT

Terms and Conditions for Renovation and Maintenance of the Building

- A. Within two years of the date of the joint execution of the Joint Agreement, the Board shall relocate the Building to a location generally as shown on the drawing depicted on Exhibit B-1, which is attached hereto and made a part hereof. In the event that an engineer employed by the Board reasonably determines that the Building is damaged beyond reasonable repair during the relocation process, the Board shall not be obligated to complete the relocation of the building and both the Trustees and the Board shall be released from any obligation to renovate or maintain the Building.
- B. Once the Building has been relocated as described, the Board shall renovate and maintain the Building as is set forth below, unless the parties mutually agree in writing to waive or modify any of the following conditions:
 - 1. Except as set out below, the Board shall renovate or rehabilitate the Building so that the Building will have an appearance substantially similar to that which it had as of the date of this Agreement except as set out below. All references below to "north," "south," "east," or "west" shall be understood to refer to the Building's orientation in its current location.
 - (a) There shall be no loading dock on the east end of the Building.
 - (b) The west elevation shall have a board and batten door with wrought iron straps.
 - (c) Board and batten doors with wrought iron straps shall be installed in place of the large masonry in fill areas on the north and south elevations.
 - (d) The louvered panels in the second floor openings on the east and west elevations shall be removed and replaced with doors.
 - (e) The sash from the wall dormers on the north and south elevations shall be removed and replaced with board and batten doors with wrought iron strap hinges.
 - (f) The first floor windows shall not have shutters or shutter hardware.

- (g) The interior space shall not have any partitions.
- (h) Concrete foundation simulating "timber cribbing" from the original wharf shall be constructed on the south side of the Building.
- (i) To the extent permitted by utility companies, the Building will not have electrical meter boxes, surface mounted conduit, wire, or exhaust fans located on the exterior of the Building.
- (j) The windows on the east and west elevations shall have nine/nine light double-hung sash windows with plank frames consistent with the windows on the south elevation.
- 2. Once the Building has been renovated and/or reconstructed in its new location as generally shown on Exhibit B-1, it shall have an appearance that is generally as shown in the drawing labeled Exhibit B-2 which is attached hereto and made a part hereof.
- C. The parties agree that the Building has "character-defining features" that give the Building its own unique identity and distinctive character. Character-defining features include the overall shape of the Building, and its materials, craftsmanship, and decorative details. The parties agree that the Building has the following character-defining features, which shall be preserved in the manner specified below to the extent reasonably practicable:
 - 1. Renovations of the Building shall preserve the overall massing of the Building as seen from a distance as graphically illustrated by the drawing attached hereto as Exhibit B-2.
 - 2. Renovations shall incorporate the following details:
 - (a) Flemish bond brink walls with queen closures at corners; common bond brick watertable;
 - (b) Four 9/9 light double-hung sash windows with plank frames on the south elevation. Window openings have segmental arches:
 - (c) 9/9 light windows with plank frames on east and west elevations; window openings have segmental arches;

- (d) Shingle roofing. The existing roof shingles may be replaced with new shingles that match the visual qualities of the original shingles, such as slate or cement;
- (e) Dental cornice on the north and south elevations;
- (f) Gable ridge projections protect hoist beam on both short elevations;
- (g) Wall dormers centered on the north and south elevations with diagonal board siding on dormer cheeks; gable ridge projections protect hoist beams on each dormer.
- 3. Renovations of the Building shall restore the details listed below that were originally incorporated into the Building. The parties agree that other missing features may be replaced or restored at the Board's option at any time to enhance the Building's character. Features that fall in this category include, but are not limited to:
 - (a) Horizontal bars on first floor windows;
 - (b) Exposed unplastered and unpainted finish on interior brick and terra cotta tile walls;
 - (c) Original interior lighting fixtures above suspended ceiling.
- 4. The parties agree that, except as noted in the immediately preceding subsection, there are no character-defining features in the interior of the Building. It is agreed that interior renovations and finishes will be designed to accommodate the intended function of the Building and may or may not include unconcealed roof trusses and other features of the original interior.
- D. The parties agree that the Building will be used for the purpose that is compatible with the historic character including, but not limited to, information and/or exhibit space or public assembly activity.
- E. The parties agree that the Board shall maintain the character defining features of the Building as long as the Board determines that it is structurally and financially feasible.





